

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO.  0002		3. EFFECTIVE DATE  07/18/2000		4. REQUISITION/PURCHASE REQ. NO.  P-0-P6-31-NB-A81		5. PROJECT NO. (If applicable)	
6. ISSUED BY  Internal Revenue Service Constellation Centre 6009 Oxon Hill Road Oxon Hill, MD 20745 Paul A. Attorri		CODE  20745003		7. ADMINISTERED BY (If other than Item 6)  202-283-1103		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)  *TO ALL OFFERORS* * * * DC 00000				Vendor ID: 00049740		9A. AMENDMENT OF SOLICITATION NO.  TIRNO-00-R-00029	
						9B. DATED (SEE ITEM 11)  06/27/2000	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 0 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).

"The purpose of this amendment is to share IRS responses to various vendor technical questions. This is for clarification purposes only and does not revise or change the SOW in the RFP in any way. It is not required that offerors sign and return this amendment with their offers."

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

1. Question: SOW 3.2 and 5.1.1,2,3 - What type of report will be required, e.g., notes only, written narrative, fill in the blanks for source identity?

Answer: **Combination.**

2. Question: SOW 4.1.1 - Is there any provision for an interim clearance for contractor personnel, such as a favorable NAC pending completion of a SSBI?

Answer: **Waivers can be considered.**

3. Question: How will copies of existing investigations on contractor personnel be gathered and provided to the Chief, NBIC? These investigations are not available to the contractor, but are available to the Government.

Answer: **Contractors will provide to NBIC, all information regarding the investigation (i.e., date of investigation, who conducted the investigation, and type of investigation).**

4. Question: The RFP states that payment for background investigations of contract employees may not be directly charged to this contract. Are there any programs under which the contractor could charge the cost of required investigations on contractor personnel?

Answer: **No.**

5. Question: SOW 4.1.2 - What specific records will NBIC check regarding contractor personnel?

Answer: **Favorable review of Fingerprint results, tax check and credit results.**

6. Question: What specific "security forms" will be required from contractor personnel?

Answer: **SF-86, Fingerprint Card, PD-70 (Metropolitan Police Department form), I-9, and credit release form.**

7. Question: What "suitability process" will be used and who is doing it?

Answer: **Suitability is determined by the Personnel Security Officer for IRS.**

8. Question: In lieu of submitting a computer hard drive to NBIC, will it be sufficient to permanently erase/overwrite the sensitive data from the hard drive in accordance with the government standard?

Answer: **Information should be stored on disc only. No information should be stored on the hard drive.**

9. Question: SOW 7.1 Are IRS employees, either subjects or witnesses, permitted bargaining unit representation during these investigations?

Answer: **The contract allows for the potential sometime during the contract to allow for conduct of investigations for IRS applicants, employees and employees**

**of other Treasury Bureaus, although the *current* requirement is for contractors only to be investigated. Representation could be permitted.**

10. Question: What will encompass an "investigative order"?

Answer: **A request indicating what leads need to be completed.**

11. Question: SOW 1.1 Background – Will the investigative assignments be for specific leads on cases rather than assigning all leads for a case? In other words, will NBIC rather than the contractor do scoping of investigations.

Answer: **Yes. NBIC will scope the investigations.**

12. Question: SOW 1.2 - (a) Will a task order consist of lead(s) concerning a single Subject of investigation rather than leads on more than one Subject? (b) If all leads relate to more than one Subject, will the NTE hours encompass all leads of task order or leads per Subject?

Answer: **(a) Yes. (b). Not Applicable.**

13. Question: Will full background investigations be assigned, e.g., an entire SSBI, PR, LBI, etc?

Answer: **Leads only.**

14. Question: Will the contractor have access to Subject of investigation in order to clarify information necessary to complete the lead(s)?

Answer: **Yes.**

15. Question: What documentation will accompany a task order – e.g., Subject's SF-86 with release, Privacy Act notification, credit report, date of last background investigation, etc.?

Answer: **Subject's background forms, releases and any material related to leads requested.**

16. Question: Will the task order specifically identify the investigative coverage required – e.g., 2 neighborhood references at Subject's present address, employment verification and interviews of a supervisor and coworker at XYZ Corp during 7/97 to 6/99, etc.?

Answer: **Yes.**

17. Question: Will coverage be conducted in accordance with the D/CID, E.O.'s (10450, 12968, etc.) and other relevant USG standards or strictly per the Statement of Work?

Answer: **Statement of Work.**

18. Question: SOW 2.1 - Is the contract expected to be limited to contractors?

Answer: **Contract allows for investigation of contractor and Government personnel as stated in SOW, although *currently* the need for investigation of Government personnel is only a potential need under the contract.**

19. Question: SOW 3.2.1 (extension of coverage of leads) – (a) When it says that no additional work is to be done without the approval of the COTR, does this mean that there will be no clarification or follow up on information provided by a witness? (b) For example, suppose NBIC asks for two neighbors per neighborhood and the second neighbor tells the investigator something that should be followed up on. Does the investigator have to contact the COTR prior to contacting a third neighbor? (c) Also, when an extension of the deadline is approved by the COTR, will the approval be in writing and show the new deadline date?

Answer: **(a) No. (b) Yes. (c) Yes.**

20. Question: SOW 4.1.1 – (a) Contractors generally do not have access to a copy of a contract investigator's background investigation report and security clearance notification. Will NBIC accept information from the Contractor identifying the clearance and the issuing USG agency so that NBIC can verify the information directly with other relevant USG agencies? (b) Will NBIC provide preliminary clearances or temporary waivers on Contractor personnel and contract investigators until such time as a security verification by NBIC can be made? (c) If the Contractor will conduct an initial background investigation or update on one of its (proposed) contract investigators at its own expense, will NBIC adjudicate a security clearance for the investigator?

Answer: **(a) Yes. (b) Yes, after preliminary checks are completed. (c) Yes.**

21. Question: SOW 4.1.2 – (a) What security forms will contract investigators be required to complete? (b) What does a "suitability screening" by NBIC consists of?

Answer: **(a) SF-86, Fingerprint Card, PD-70 (Metropolitan Police Department form), I-9, and credit release form. (b) Favorable review of Fingerprint results, tax check and credit results.**

22. Question: SOW 4.1.5 - Does NBIC have any specific investigative experience requirements (type and length of time) for proposed contract investigators?

Answer: **No.**

23. Question: SOW 4.2 – Upon approval of a proposed contract investigator, will NBIC issue a credential blank to Contractor to furnish to investigator for signature?

Answer: **Yes, all contractor investigators will receive IRS credentials with ID picture. Credentials will be issued by IRS.**

24. Question: SOW 5.1.1: Relative to the ROI format for reporting favorable results, will the awardee be provided a copy of the form(s) supplied to the Contractor (simple question and answer format).

Answer: **Disc will be provided.**

25. Question: SOW 5.1.2 - This section requires signature of investigator. (a) For Contractors having the capability to assign leads and receive reports of investigation electronically, will NBIC allow a Contractor's Program Manager to sign the report in lieu of the investigator? (b) As an alternative, will NBIC accept electronic signatures?

Answer: **Yes to (a) and (b).**

26. Question: SOW 5.1.5 - Can NBIC furnish examples of a third party (witness, representative, etc.) who might be present during an interview of a source of information or Subject of investigation?

Answer: **An example would be a union representative or an attorney.**

27. Question SOW 6.0 - The RFP states that all investigative material must be destroyed after approval for payment by NBIC. (a) How long after delivery of the final ROI does NBIC estimate its approval for payment will take? (b) Will the Contractor be notified on an individual basis of approval for payment so that the required destruction of investigative material in the possession of Contractor can be carried out? (c) Some contractors have found it advantageous for both itself and the USG to retain results of investigation on hard disk and/or in case folders for a period of 90 days and thereafter purge the information. Will NBIC consider such a practice?

Answer: **(a) Within 30 days after receipt of the bill. (b) No. (c) Yes.**

28. Question: SOW 7.4 - Although rare, telephonic interviews of sources of information under prescribed circumstances are allowed by many USG agencies in conducting personnel security background investigations. Will NBIC allow telephonic interviews to be conducted without prior approval under exigent circumstances, e.g., at the insistence of a required source or for a source about to leave the area for an extended period of time, or in the interest of economy where a reference is located hundreds of miles from the nearest contract investigator, etc.?

Answer: **Yes. However, notes sent back to NBIC have to indicate that leads were conducted telephonically.**

29. Question: In pursuing/corroborating questionable or derogatory information requiring additional time and effort, must prior approval of COTR be obtained?

Answer: **No.**

30. Question: Apart from local travel expenses, will NBIC consider reimbursement of travel expenses for any TDY that may be required or should the Section B hourly unit price include possible occasional TDY costs?

Answer: **No. All travel costs must be included in Section B hourly price.**

31. Question: Will task orders provide not-to-exceed hours per lead(s)?

Answer: **40 hours per investigation unless prior approval is received.**

32. Question: If at the time of receipt of a task order with leads, the Contractor estimates additional time is actually required to complete the leads, how will this be reconciled?

Answer: **The Contractor will contact the COTR.**

33. Question: If the contract investigator finds that the time originally authorized to complete his/her investigation is insufficient while the investigation is in progress, what procedure should be followed to increase the number of hours originally authorized?

Answer: **Contractor will contact the COTR for approval.**

34. Question: Should the investigator terminate activities in an otherwise favorable investigation in progress when authorized time is exhausted?

Answer: **The Contractor will contact the COTR.**

35. Question: Will not-to-exceed hours authorized be sufficient to accommodate unforeseen circumstances or delays?

Answer: **Yes.**

36. Question: SOW 9.4 – (a) States that hours billed will be itemized by lead completed and administrative charges will be reported separately. Does this mean that for each type of lead completed the hours expended by the contract investigator will be itemized and the hours expended by the Contractor's operations center staff will be separately itemized for the same lead? (b) And if so, will the same hourly rate approved be applied for both? (c) Does "...write-up of findings and other fees associated with handling of investigation..." mean write-up of the ROI by the contract investigation, or by the operations center staff, or both? (d) And what might "...other fees..." consist of?

Answer: **(a) Yes. (b) Yes. (c) Whoever writes up the report. (d) Records, copy fees, etc.**

37. Question: RFP Section L.7 (e): Travel Estimates appear to indicate that the contract is primarily for investigation of Washington, DC based personnel, with limited leads to areas of prior residence and employment nationwide. Is this a correct interpretation or is it a true nationwide universe of potential investigations of IRS District personnel?

Answer: **We estimate 90% of work is located within 2 hours of the Washington, D.C. area. Ten percent would be elsewhere in the United States.**

38. Question: Do all investigative personnel require a *current* clearance?

Answer: **NBIC requires the investigative personnel to have had an investigation conducted at the SSBI level (no clearance required) within the last five years.**

39. Question: Will the IRS consider offers from contractors who do not have previous investigative contracts to cite or have less than the number of references discussed in RFP Section L.7(f)?

Answer: **Contractors who do not have previous investigative contracts to cite will be considered and will be given a neutral technical rating for experience and past performance under RFP Section M.2. The highest past performance ratings would be given to those offerors providing references which most frequently and consistently verified that the offeror demonstrated truly outstanding past performance for previous investigative services of similar size and scope.**